

TERMS AND CONDITIONS

BUSINESS HOURS: Regular Hours: _____ Monday - Friday 8:00 a.m. to 5:00 p.m.
 Seasonal/Extended Winter Hours: _____ Monday - Friday 8:00 a.m. to 5:00 p.m.
 Saturday 8:00 a.m. to 12:00 p.m.

PRICES:

All prices are F.O.B. Perrysburg or F.O.B. factory. All orders will be invoiced at the prevailing price at time of shipment. Catalog prices are current at PRESS TIME ONLY and are subject to change without notice.

QUOTATIONS:

We welcome the opportunity to do business with your company. Upon your request we will furnish a price quote which will be valid for 30 days unless otherwise stipulated.

METHODS OF PAYMENT:

Cash, check, Check-by-fax, MasterCard, Visa, Discover, and Waldo & Associates Inc. charge (with approved credit). Payments made after a finalized sale that require (or have requested) a change in terms will be charged a 3% convenience fee.

TERMS FOR ESTABLISHED WALDO & ASSOCIATES, INC.

CHARGE ACCOUNTS:

Terms are net 30 days unless otherwise specified. Finance charges will be added to any invoice not paid within the terms printed on invoice. Invoice will contain discount amount, date due, and date finance charges will be added. Finance charges will be 2% per month (24% annually). All payments must be in our office before the last day of the month or finance charges will be added. Postmarks will not be considered. There will be a \$15.00 fee for NSF checks that have to be re-deposited. There will be an additional \$35.00 fee for NSF checks that are denied for payment the second time.

NEW CUSTOMERS:

If you wish to establish credit, complete our credit application and mail or fax to our main office. Upon approval, you will be notified in writing of your credit limit. However, until credit has been established, orders must be pre-paid by cash, check, check-by-fax, Visa, MasterCard or Discover.

DELIVERIES:

- 1. Regular Delivery Area (Our Truck):** Deliveries within our general trading area are made according to our truck delivery schedule. If you are not familiar with our schedule, please check with your sales representative or phone our main office.
 - All orders totaling less than \$400 will incur a \$60.00 "drop charge."
 - All orders totaling \$400 or more will incur a \$35.00 "drop charge."
- 2. Out of Regular Delivery Area:** Motor freight (common carrier) and UPS are available upon request or for areas not in our normal delivery area. Motor freight charges can be estimated prior to shipment at customer request. Waldo & Associates is not responsible for any charges above the estimate as many accessororial charges are out of our control. Goods once shipped become the customer's property. Any damage or loss must be noted on the carrier's bill of lading at the time of delivery. Any claim for concealed damage must be made within 24 hours of receipt. A handling fee is added to all UPS and motor freight shipments. Terms on motor freight invoices are Net 10.

WILL CALLS (Customer Pick Up):

Customers may pick up merchandise directly from our warehouse. We encourage you to call in your order ahead of time to check availability. Note that fabrication items may require some lead time for preparation.

BACKORDERS:

Occasionally, ordered items may be temporarily out of stock at time of shipment. Every effort will be made to notify the customer of the backorder and a substitution may be offered at that time. If no substitution is adequate, we will automatically backorder the item unless otherwise directed by the customer. Backorders are subject to freight charges and/or drop charges, but are not subject to minimum order charges.

RETURNS:

- No returns are accepted beyond 90 days of date of purchase.
- All claims for shortages or other shipping errors must be reported to our Customer Service Department at (800) 468-4011 within 5 business days of receipt.
- Defective products are subject to manufacturer or vendor policies.
- Customer must provide proof of purchase.
- Special order, non-stock and cut-to-order items are not returnable.
- Waldo employees are not permitted to receive merchandise without authorization from our office.
- All claims regarding billing errors (pricing, terms, etc.) must be reported to our accounts receivable department at (800) 468-4011 within 20 days of invoice receipt.
- In order to avoid lengthy delays, when reporting items for return, credit, or adjustment, please provide invoice number or sales order number.
- Returns are subject to a 10% restocking fee. The only exceptions will be for shortages, damages, defects or shipping errors.

IMPORTANT NOTICE to PURCHASER:

The following is made in lieu of all warranties, expressed or implied. Sellers and manufacturers only obligation shall be to replace such quantity of the product proved to be defective. Neither seller nor manufacturer shall be liable for any injury, loss or damage, direct or consequential arising out of the use of, or the inability to use the product. Before using, user shall determine suitability of the product for his intended use, and user assumes all risk and liability whatsoever in connection therewith. The foregoing may not be changed except by an agreement signed by offices of seller and manufacturer.

LIMITATION of SELLERS LIABILITY:

Sellers liability (and buyers exclusive remedy) shall be limited to replacement or repair, at sellers option, of any defective goods or any part thereof or performance of any services. In no event shall seller be liable for special incidental or consequential damages or for damages in the nature of penalties. If the other remedies provided hereunder fail of their essential purpose, buyer's sole and exclusive remedy shall be, upon return of goods, the refund of whatever portion of the purchase price has been paid. Buyer shall pay all transportation charges to return goods to seller for repair, replacement, or, if required, return of the purchase price. Seller shall make no allowance for repair or alterations made by buyer, unless made with sellers prior written consent.

LIMITATION of ACTIONS:

Any action for any loss or damage with respect to the goods or services covered hereunder must be commenced by buyer within one year after buyers cause of action has occurred.